

## PROTECTING CONSUMERS

### YOUR RIGHTS AND WHAT YOU NEED TO KNOW BEFORE AGREEING TO BAIL IN WASHINGTON STATE:

- ❑ ***When is a bail bond needed?*** When a person is arrested on a criminal charge they may be held for trial, unless they furnish the required bail as ordered by the court. A bail bond includes any contract guaranteeing the attendance in court of any person arrested or confined due to an actual or alleged violation of the law.
- ❑ ***How to bail a person (the defendant) out of jail:***

Depending on your relationship to the defendant, it is important to understand that you may be very worried and under stress because of the arrest. Take the time to fully understand the bail bond contract and know your rights. Understand what you are promising.

There are two different types of suppliers of bail bonds. One is if you have cash for the full bail amount, you can go directly to the court and pay the court clerk. In this case, the defendant gets all the money back if they appear as promised to the court hearing(s), unless the court at the time of setting the bond states that part of the cash can be applied to legal financial obligations, then the cash can be so applied.

The other option and most commonly done is to contact a bail bond agency. Bail bond agencies charge a fee for their services. Only a person holding a bail bond agent license issued by Washington State Department of Licensing may sell or negotiate a bail bond. You have a right to ask to see the agent's license. Your local telephone book may have bail bond agencies advertised. When shopping the telephone book yellow pages be sure to look for bail bond agencies that have their license number and street address in their advertisements.

- ❑ ***What does the bail agent do for the consumer?***
  - Arrange for the defendant to be out of custody until his/her appearance in court until the matter is resolved.
  - Upon release from jail, provide the defendant the details of the bail bond transaction, etc. as required by the Department of Licensing regulations.
  - See that the defendant makes the required court appearances.
  - Assist in the location of the defendant should he/she fail to appear for a court date.
  - Appear before the court regarding the bail bond when necessary.
  - Hold any collateral in a trustworthy capacity as required by law and return it within five business days after exoneration of the bond by the court.

- ***Bail Bonds Cost:*** Bonds cost a minimum of \$50.00 plus other applicable bonding fees may be added. Bonds over \$1000.00 usually cost ten percent of the bond. For example, if bail is set at \$9000.00, the premium would be \$900.00 and again, other bonding fees may be added to the ten percent. All costs must be disclosed up-front. If you pay with a credit card, you should not be charged a fee for using a Visa or Master Card. This is a rule set by the credit card company, not the Department of Licensing. The fees that you pay are called premiums and are not refundable. The person who pays for the bail bond premium and/or places collateral in trust with the bail bond agent is called the indemnitor. Depending upon the cost of the bail bond, you may be required to give the bail bond agent collateral in addition to the premium. Bail bond agency requirements will vary on collateral requirements. Your collateral can be in the form of cash, car or property titles or other items of value. The bail bond agent will hold the collateral in trust until the bond is exonerated. Exonerated means that the person arrested, (the defendant), has appeared in court as required. Exoneration of the bond does not necessarily dismiss the charges against the defendant.
- ***The bail agreement/contract is important to understand before you agree to be the indemnitor.*** When a bail bond is issued, the defendant agrees to appear in court at the designated time and date. Part of your obligation as the indemnitor, as well as the defendant's obligation, is to keep the bail agent advised of any changes in the defendant's contact, address or employment information until the bail bond has been exonerated.
- ***What happens if the defendant fails to appear in court as required?*** If the defendant fails to appear at the court appointment, the bond amount becomes payable and is forfeited as a penalty. You as the indemnitor may lose your collateral in addition to reimbursement of reasonable and necessary expenses incurred by the bail agent caused by a breach of bail agreement. These would include travel expenses, guard fees, telephone calls and associated costs necessary to have the person re-arrested for failing to appear, as required, in court. It is very important that consumers read and fully understand their responsibilities set forth in the bond agreement including forfeiture of the bond amount and reimbursement of associated costs. This is particularly true when title to real property has been provided as collateral. You may find yourself in a position where your car or home is taken from you.

**\*\*In addition, in case of a defendant's failure to appear, the bail bond agency may use the services of bail enforcement agents who by law have the authority to enter your home or place of business without a search warrant in search of the fugitive (defendant).**

- ***You are entitled to a copy of the signed agreement/contract.***

The bail bond agreement runs for the life of the case that is being bonded. The premium is normally paid at the time the agreement is signed and each anniversary of the bond. The premium is not refundable and is fully earned regardless of the outcome of the case.

- ❑ ***Disclaimer:*** Because the court offers many variables based on the individual arrested this summary of how bail works does not include everything that could happen.
- ❑ ***If you have a complaint*** please send us your complaint in writing to the Department of Licensing, Bail Bond Agents, PO Box 9649, Olympia WA 98507-9649. Please send photocopies of original documents.